

AN ORDINANCE of the Common Council ratifying a collective bargaining agreement for employees of the City of Fort Wayne/City Utilities represented by the International Union of Operating Engineers Local 19 for the year 1995.

WHEREAS, this Council is required to approve all collective bargaining decisions with regard to annual pay and monetary fringe benefits; and

WHEREAS, an agreement has been reached by and between the City and the International Union of Operating Engineers Local 19 through collective bargaining as authorized and envisioned by the City's ordinances; and

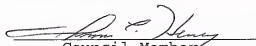
WHEREAS, said agreement is for one (1) year, and pursuant to Indiana law, the compensation provided for therein must be annually ratified; and

WHEREAS, this ordinance is necessary to ratify, fix and establish such compensation for said employees of the City of Fort Wayne/City Utilities for the year 1995 and to approve the other provisions of said agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The collective bargaining agreement by and between the City of Fort Wayne and the International Union of Operating Engineers Local 19, a copy of which is attached hereto, marked Exhibit "A" and incorporated herein, is hereby approved and ratified.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage, and any and all necessary approval by the Mayor.

  
Council Member

APPROVED AS TO FORM  
AND LEGALITY

  
J. Timothy McCaulay, City Attorney



Read the first time in full and on motion by Henry, seconded by \_\_\_\_\_, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 8-22-95

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Don J. Schneider, seconded by \_\_\_\_\_, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
TOTAL VOTES	<u>7</u>			<u>2</u>
BRADBURY	<u>✓</u>			
EDMONDS				<u>✓</u>
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG				<u>✓</u>
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 9-12-95

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. S-58-95  
on the 12th day of September, 1995

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Don J. Schneider  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of September, 1995, at the hour of 11:00 o'clock A. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 1st day of Sept, 1995, at the hour of 5:30 o'clock P. M., E.S.T.

Paul Helmke  
PAUL HELMKE, MAYOR

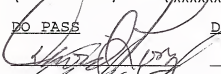
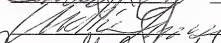
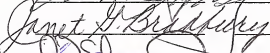
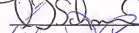
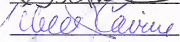
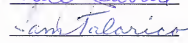


BILL NO. S-95-08-10

REPORT OF THE COMMITTEE ON  
FINANCE  
THOMAS C. HENRY - CHAIR  
MARK E. GIAQUINTA - VICE CHAIR  
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS  
REFERRED AN (ORDINANCE) XXXXXXXXXXXX (RESOLUTION) of the Common Council  
ratifying a collective bargaining agreement for employees of the City of  
Fort Wayne/City Utilities represented by the International Union  
of Operating Engineers Local 19 for the year 1995  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (RESOLUTION) \_\_\_\_\_

<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>	<u>NO REC</u>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATED: 7-12-95,

Sandra E. Kennedy  
City Clerk



INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 19

January 1, 1995 thru December 31, 1995

Contents

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Preamble	1
	Witnesseth	1
<u>Article I</u>	Period of Agreement	
Section 1	Working Agreement	1
Section 2	Wage Schedules	2
<u>Article II</u>	Recognition	
Section 1	Management Rights & Responsibilities	3
Section 2	Recognition	4
Section 3	Agency Shop	5
Section 4	Dues Checkoff	6
Section 5	Union Cooperation	7
Section 6	Union Officials	8
Section 7	Bulletin Boards	9
<u>Article III</u>	Non-discrimination	9
<u>Article IV</u>	Grievance and Arbitration	
Section 1	Grievance Procedure	10
Section 2	Arbitration	12
Section 3	Extension of Time Limits	13
<u>Article V</u>	Regulations and Working Conditions	
Section 1	Working Hours	13
Section 2	New Employees	13
Section 3	Seniority	14
Section 4	Layoff	15
Section 5	Discipline/Discharge	16
Section 6	Promotion	17
Section 7	Sick and Accident Leave	19
Section 8	Notification of Absence	24
Section 9	Examinations	24
Section 10	Leave of Absence	25
Section 11	Leaves for Union Business	27
Section 12	Funeral Leave	28
Section 13	Jury Leave	28
Section 14	Military Leave	28
Section 15	Transfers	29
Section 16	Vacations	30
Section 17	Legal Holidays	33
Section 18	Premium Pay Overtime	34
Section 19	Safety Practices	37
Section 20	Retirement	39



Section 21	Insurance	40
Section 22	Personal Time	41
Section 23	Separability and Savings	42
<u>Addendum A</u>	Filtration Plant	
Section 1	Working Schedules	45
Section 2	Special Premium Overtime Provisions	46
Section 3	Wage Schedules	47
Section 4	Attendance Bonus Pay	48
Section 5	Plant Committee	48
Section 6	Educational Reimbursement	48
Section 7	Upgrade Program for Mechanics	49
Schedule A	Wage Rates	52
Schedule B	Wage Rates	53
<u>Addendum B</u>	Water Pollution Control (WPC) Treatment	
Section 1	Working Schedules	54
Section 2	Wage Schedules	56
Section 3	Educational Reimbursement	56
Section 4	Labor/Management Committee	56
Section 5	Attendance Bonus Pay	57
Schedule A	Wage Rates	58
Schedule B	Wage Rates	59



## **PREAMBLE**

This Agreement is made and entered into by and between the City of Fort Wayne, Indiana, hereinafter referred to as the Employer, and Local #19 of the International Union of Operating Engineers, AFL-CIO, hereinafter called the Union, and covers all employees of the **Water Filtration Plant, and the Water Pollution Control Plant** whose work is done and covered under job classifications listed in **Addenda A, and B** hereto. Furthermore, whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

## **WITNESSETH**

To facilitate the peaceful adjustment of differences that may arise from time to time and to promote harmony and efficiency to the end that the City, the Union, and the general public may mutually benefit, the parties hereto have agreed together as follows:

## **ARTICLE I - PERIOD OF AGREEMENT**

### **Section 1. Working Agreement:**

(a) This agreement shall take effect at the conclusion of satisfactory negotiations, but not before the 1st day of **January, 1995**, and shall continue in force and effect through the 31st day of **December, 1995**, and from year to year thereafter, unless it is cancelled or amended.

(b) Notice of cancellation or requests for amendment shall be submitted no later than **October 1, 1995**, or October 1 of any subsequent year. If amendments are desired, the contents of the



amendments shall accompany the notice. If agreement has not been reached on or before **November 30, 1995**, or November 30 of any subsequent year and if either party considers the negotiations to date to be unsatisfactory, then either party shall have the prerogative of issuing a thirty-day cancellation notice to be effective on **January 1, 1996**, or on the anniversary date of any subsequent year. During this notice period, both parties agree to continue negotiations in an effort to reach a settlement.

(c) Changes in the working agreement agreeable to both parties may be made at any time.

**Section 2. Wage Schedules:** (a) The wage and salary rates set out in Schedules A shall take effect at the conclusion of satisfactory negotiations, and shall be retroactive to the 1st day of **January, 1995**, and shall continue in force and effect through **December 31, 1995**. Either party may request a wage reopener no later than **October 1, 1995**. Should such request be made and should negotiations produce wage schedules other than as set forth in Schedules A of this Agreement, the effective date of such adjustment shall be **January 1, 1996**, or the first day of the payroll period during which a settlement is reached, whichever is later. Such wage schedules shall remain in effect through **December 31, 1996**, or until the first day of the payroll period during which a subsequent settlement is reached, whichever is later.

(b) Changes in the wage schedules agreeable to both parties can be made at any time. Such requests will be made in writing by the Union and will be answered in sixty (60) calendar days by the



City. If changes are made by the City, the Union will be informed of such changes within five (5) working days.

## ARTICLE II - RECOGNITION

### Section 1. Management Rights and Responsibilities: (a)

Except as otherwise provided in this Agreement, the City in the exercise of its functions of management, shall have the right to decide the policies, methods, fair work and safety rules, direction of employees, assignment of work, equipment to be used in the operation of the City's business, the right to hire, discharge, suspend, discipline, promote, demote, assign and transfer employees and to release such employees because of lack of work or for other proper or legitimate reasons. The enumeration of the above management prerogatives shall not be deemed to exclude other prerogatives not enumerated which management may now have. The exercise of these rights by management shall not be used for the purpose of discrimination or injustice against members of the Union, recognizing that all employees are to be treated with fairness and justice. The Employer agrees that in exercising the rights herein, nothing shall be construed or applied in any manner which negates, modifies, or supersedes the rights of employees or the Union where such rights are expressly set forth in this Agreement.

(b) Whenever decisions on discharging, suspending, disciplining, demoting, and laying off covered employees are contemplated by the City, the Union shall be advised of the reasons



therefore and shall be given an opportunity to express its point of view.

(c) The Union recognizes that the Employer reserves the right to establish rules and/or change existing rules affecting working conditions. The Union shall be brought into any discussions regarding such changes.

(d) The City agrees not to interfere with the rights of its employees to become members of the Union and shall not discriminate against any employee because of membership or official position in or lawful activities on behalf of the Union, and within the bargaining unit without fear of reprisal, intimidation, coercion, harassment, or discrimination for so serving.

In this regard, complaints filed by the Union which allege violation of this section shall be immediately and impartially investigated by a representative of the Labor Relations Department. If needed, the Employer will take necessary corrective action.

**Section 2. Recognition:**

(a) The City recognizes the Union as the exclusive bargaining agent for its employees within the bargaining unit as listed in Addenda A, and B concerning their hours, wages, and other conditions of employment.

(b) Authorized agents of the Union shall have access to the City's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the City's



working schedule. If the City requests it, the agents of the Union shall notify the employer of its presence on the premises.

(c) Should a dispute arise between the Union and any other union relating to jurisdiction over employees, or operations covered by this Agreement, the dispute shall be resolved by the **Human Resources Director** and appropriate representative or tribunals of the unions covered.

**Section 3. Agency Shop:** (a) Beginning January 1, 1968, as a condition of continued employment, all employees whose job classifications are covered by this Agreement and who elect not to become members of the Union shall pay to the Union directly or through payroll deductions an agency shop fee as determined by the Union. Each employee who enters the bargaining unit shall begin such payments in the month in which he completes his first three months of service.

(b) If an employee fails to comply with the foregoing provisions, the Union shall advise him by certified letter (with a copy to the **Human Resources Director**) that, if he does not pay or arrange to pay his arrears within seven calendar days after receiving the letter, the Union will request the City to terminate his employment. If the employee has not complied by the end of the period, the Union shall notify the **Human Resources Director**, who shall give the employee a further seven-day notice. If the employee has still not complied at the end of that period, he shall be removed from employment with the City, losing all seniority rights and other rights and benefits established by this Agreement.



(c) The Union agrees to indemnify and hold the City harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the City and which arise out of the inclusion or enforcement of the provisions of this agency shop section.

**Section 4. Dues Checkoff:** (a) With proper authorizations, including voluntary written wage assignments from employees who are covered by this Agreement and who are members of the Union, the City shall deduct each month from the earnings of each of said employees an agreed upon amount representing his current regular monthly union dues and shall remit such monies together with the appropriate records to the proper Union official. Any individual wage assignment may be revoked by the employee by giving proper written notice to the City. In the event of an overcharge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the City shall make the necessary additional deductions in the next succeeding month or months. In any case, the City's responsibility shall not go beyond exercising normal and usual care in carrying out its obligations under this paragraph; the Union will protect the City from any and all further liabilities and claims which may arise under this paragraph.

(b) Any concerted action on the part of the Union, such as strike and slowdowns, will result in the Union Dues Checkoff being suspended for one (1) year starting from the day of such strike or slowdown.



(c) Slowdown defined as inactivities which interfere with the City's normal operations and would be determined by a third party agreeable by both parties.

**Section 5. Union Cooperation:** (a) Employees covered by this Agreement will individually and collectively perform loyal and efficient work and service, will use their influence and best efforts to protect the property of the City and its service to the public and will cooperate in promoting and advancing the City's programs and the protection of its service to the public at all times.

(b) The Union recognizes that employees, in accepting work with the City, accept responsibility for responding to the needs of emergency call-ins for snow storms, disaster situations and similar emergencies.

(c) The Union agrees that in no event whatsoever will any of the employees covered by this Agreement be permitted to cease or refuse the continuous performance of their duties in order to coerce the City in a dispute. If, nonetheless, any of the employees covered herein do cease or refuse work of their own volition, the City will be free to replace such employees and to obtain competent services to continue its normal operations.

(d) The City agrees not to prevent the continuous performance by the employees of duties required in the normal and usual operation of the various departments covered herein. This shall not be interpreted to restrain the City from awarding contracts for work covered by this Agreement when, in the judgment of its



management, greater efficiency or economy would result. However, if it is decided to contract out any type of work covered by this Agreement, it is agreed that no employee having one year or more of seniority will be laid off.

(e) The City will discharge an employee covered by this Agreement for grave offenses such as proven dishonesty, as in being convicted for a felony in a court of law, stealing, sabotage, the use of intoxicating substances during working hours or break periods, or any meals when the employee is returning to work after the meal during a regularly scheduled work shift. Alcoholic beverages or intoxicating substances shall not be brought on City property (including City vehicles) at any time. The Union understands and reaffirms the established City rule listed above and that violation shall be cause for immediate dismissal. If an employee reports in to work under the influence of alcoholic beverages or intoxicating substances and is unable to perform his duties and/or constitutes a safety danger to himself or other employees because of this condition, the employee shall be sent home without pay.

**Section 6. Union Officials:** The City recognizes the right of the Union to designate job stewards, alternates, and committee persons. The authority of Union officials so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement.



2. The collection of delinquent dues, initiation fees, and uniform assessments when authorized by appropriate Union action.

3. The transmittal of such information and messages which shall originate with and are authorized by the Union or its officers, provided such information and messages have been reduced to writing, or, if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the City's business.

4. The orderly collective bargaining with management relative to all matters such as renegotiating agreements and all matters contained in present agreement.

Time spent on legitimate Union business shall count toward accrual of forty (40) minimum work hours per week. The lawful pursuit of the aforementioned duties is to be performed during regular working hours.

**Section 7. Bulletin Boards:** The Employer agrees to furnish a bulletin board located in each department where employees normally work for the sole use of the Union for posting of matters relating to Union meetings and other Union matters.

#### **ARTICLE III - NON-DISCRIMINATION**

The parties agree that there shall be no discrimination in employment opportunities because of color, creed, gender, sexual orientation, national origin, age, or veteran's status as provided by Title VII of the 1964 Civil Rights Act, and the Age Discrimination in Employment Act of 1967, as amended. Any conflict between



this Agreement and the Americans With Disabilities Act shall be resolved in favor of Americans With Disabilities Act of 1990. This Agreement applies to all existing employees and all applicants for employment with respect to: hiring, placement, upgrading, transfers, demotion, recruitment, advertising, solicitation of employment, treatment during employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff, or termination.

#### ARTICLE IV - GRIEVANCE AND ARBITRATION

Section 1. Grievance Procedure: The City and the Union recognize that, from time to time, grievances, disputes, and complaints may arise over matters within the scope of this Agreement. Therefore, whenever the Union or any employee covered by this Agreement feels that the City has acted erroneously or improperly in interpreting and applying any of the provisions of this Agreement, then the Union or the employee may file a grievance. Any employee with a grievance will be notified of each of the three steps and shall be requested to attend each step of the grievance process. A grievance is further defined as a violation, or claimed violation, of one or more of the clauses of this Agreement. Any complaint that this Agreement has been violated must cite the section allegedly violated, the way in which it was violated, and redress sought. If an alleged violation cannot be shown to be in violation of a clause in this Agreement, no grievance shall be deemed to exist and the matter in discussion



shall be considered as having been resolved. The subject matter of, and the redress sought in the original written grievance, may not be altered in subsequent steps of the grievance procedure. The grievance shall be processed during regular working hours in the manner hereinafter set forth:

**Step 1:** The grievance shall be written and presented by the aggrieved employee and/or Union representative to the manager of the department wherein the incident which gave rise to the grievance occurred, within ten (10) working days from the date of the alleged violation. The Department Manager must give his/her written answer within five (5) working days.

**Step 2:** If no satisfactory settlement is reached in Step 1 within five (5) working days, the grievance shall be advanced to Step 2 by the Union representative, who will discuss the grievance with the Division director. Within five (5) working days the Division director shall give his written answer.

**Step 3:** If the grievance has not been satisfactorily settled in Step 2, the appeal to Step 3 may be made within five (5) working days from receipt of the Step 2 answer. The Union representative shall discuss the grievance with the Human Resources Director or his designated representative within ten (10) working days after appeal to this Step. If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall, within thirty (30) days following receipt of the Employer's Step 3 answer, notify the Employer of the Union's intent to arbitrate the dispute.



Section 2. Arbitration: Upon receipt of written notice by one party from the other, the parties will request from the Federal Mediation and Conciliation Service a panel of seven (7) impartial arbitrators. Upon receipt of such panel, the parties shall mutually agree which party shall strike the first name from the list provided. The remaining names after the first strike shall be eliminated by striking on an alternate basis, and the last remaining name shall be deemed to be the arbitrator selected by mutual agreement of the parties.

The expenses and fees of the arbitrator shall be borne by the losing party. The arbitrator shall make a decision based upon the evidence which is submitted at the hearing. Each party shall bear its own costs for preparation, attendance of its own representatives at the hearing including all witnesses, exhibits or any other matter which is the desire of the given party to bring to the attention of the arbitrator.

The function of the arbitrator shall be of a judicial and not a legislative nature. He shall not have the authority to add to, ignore or modify any of the terms and conditions of this Agreement. Any decision rendered by the arbitrator must be in writing. His opinion must cite the Article and Section of the Agreement on which he has based his decision. The decision of the arbitrator shall be final and binding on both parties. In the event the arbitrator rules in favor of the aggrieved party, he may not order redress greater than that sought in the grievance or provided as a maximum in the grievance procedure. Any back pay ordered shall be less any



earnings and employment compensation received by any employee from any source during the period of the back pay award. **Additionally, any dues outstanding to the union will be withheld from any back pay ordered and remitted to the local by the City.**

**Section 3. Extension of Time Limits:** In any of the foregoing steps, the time allowed for discussion, adjustment, or appeal to the next step may be extended by mutual agreement. Failure of the Union or of employees to process the grievance to the next step within the time limit shall constitute a basis for the Employer denying the grievance.

#### **ARTICLE V - REGULATIONS AND WORKING CONDITIONS**

**Section 1. Working Hours:**

- (a) See Addendum A for Filtration Plant.
- (b) See Addendum B for Water Pollution Control (WPC) Plant.

**Section 2. New Employees:** (a) A new employee shall be termed a probationary employee for a period of ninety days, during which time the City can release such employee at its sole discretion without giving rise to a grievance.

(b) Upon completion of the above probationary period, the employee shall be placed on the seniority list as a regular employee and immediately credited with the seniority which accumulated during this probationary period.

(c) The Employer guarantees the employee a minimum of forty (40) scheduled hours per work week.

**Section 3. Seniority:** (a) Seniority, as used in this



Agreement, shall mean length of service in work covered by this Agreement, except as otherwise provided herein, and shall be measured from the first day of employment. If more than one employee has the same hiring date, order of seniority shall be determined by the last four (4) digits of the employee's social security number; that is, the employee with the lowest number shall have preference.

(b) The seniority of an employee shall terminate under any of the following conditions:

1. When employee is laid off for a period of more than two years.
2. When a laid-off employee fails to give notice of his intentions to return to work within forty-eight hours after the City has sent to his last-known address a certified letter requesting his return. A copy of such letter shall be sent to the Business Agent of the Union.
3. When employee gives such notice but fails to return to work within one week after the aforesaid letter has been sent to him.
4. When employee resigns his employment with the City.
5. When employee is discharged for just cause.
6. When employee violates the conditions of a leave of absence.
7. When employee is pensioned by the City.
8. When employee is absent more than three (3) days without reporting his absence to his supervisor or the department



office, unless unusual circumstances make it impossible to give such notice.

**Section 4. Layoff:** (a) Employees laid off in any job because of lack of work shall be laid off in the reverse order of their classification seniority in the department. An employee so affected shall be entitled to a job in any classification within the department in which s/he has the necessary qualifications and seniority. In laying off from any department, bargaining unit seniority shall determine the employees to remain.

(b) In the event of any job eliminations or layoffs, the City guarantees that the Union and affected employees will be notified ten (10) working days in advance of such action, or the employee will be paid for ten (10) working days from date of notice. Any bumping shall be implemented within the ten working days advance notice.

(c) The City agrees that stewards, one Business Manager and the president of the local shall have super seniority as far as layoffs are concerned. The order of seniority shall be as follows; Business Manager, President and stewards (based upon their date of hire). All stewards, the President and the Business Manager shall be the last employees laid off if there ever comes a time when we need a reduction of the work force in the City. This is based on the stewards, President and Business Manager being qualified to do one of the remaining jobs at the time of the layoff, and the stewards, President and Business Manager must be duly elected under the by-laws and constitution of the International Union of



Operating Engineers.

(d) An employee transferred to another job classification in accordance with the terms of this section shall receive the rate range for the job classification to which he is transferred according to the wage schedules listed in Addenda.

(e) When adding to the forces, those most recently laid off, within a period of two years, shall be the first to be reemployed, if available and qualified, provided they are physically able to do the work.

(f) All time off during any one calendar year in excess of thirty (30) days for layoffs or leave of absence respectively shall be deducted in computing years of service.

(g) In the event it becomes necessary to lay-off a member of the bargaining unit the employee's sick time accrual will be frozen on the date of lay-off.

Section 5. Discipline/Discharge: (a) The Employer shall initiate disciplinary action against a unit employee within ten (10) work days after knowledge of the action out of which the discipline arose by the Director of Human Resources or his designee, or in failing to do so shall forfeit any right to take disciplinary action for such offense, except this may extend to twenty (20) working days if the Employer notified the Union during the ten (10) work day period.

(b) The City shall not discharge any employee covered by this Agreement without just cause. Before any discharge is in order, the City must have given the employee at least one written warning



notice with copies forwarded to the Union and the Personnel Administrator. Each warning notice shall remain in effect for a period of one year, after which said written warning shall be removed from employee's personnel file.

(c) However, such warning notice shall not be necessary when the discharge is for grave offenses such as proven dishonesty or violation of the City's rules covering the use of intoxicating substances or liquors, which rules:

1. Prohibit consumption of alcoholic beverages or intoxicating substances during working hours, at break periods, or at any meals when the employee is returning to work after the meal during a regularly scheduled work shift.

2. Prohibit bringing intoxicating liquors or substances on the City's premises or carrying them in the City's vehicles.

(d) Copies of all disciplinary actions shall be furnished by the Department Manager to the Union and to the Personnel Department within two (2) working days after the action is taken.

**Section 6. Promotion:** (a) The most senior employee within the department with the job opening shall be given preference in filling job vacancies. If there are no qualified bidders within the department with the vacancy, then bidding employees from other departments within the bargaining unit shall be considered for the opening. If there are no qualified bargaining unit employees bidding on the vacancy, the Employer may hire someone from outside the bargaining unit.

(b) When a vacancy occurs, as determined by management, in a



job classification covered by this Agreement, the City shall within fifteen (15) days either inform the Union that the vacancy is not to be filled or shall post an invitation for bids on the vacancy, describing the duties, skills and qualifications required and the wage rate to be paid. When an additional position in a job classification covered by this Agreement is to be filled, a notice shall be similarly posted. Responsibility for notifying the employees who are absent on vacation or sick leave and who are eligible to bid on a posted job shall be assumed jointly by the City and the Union. Any job not covered by the Agreement must be established by mutual agreement prior to posting.

(c) Each such notice shall remain posted for five working days; all bids must be submitted before the end of the posting period. The selection made from among those bidding shall be posted within one calendar week following the close of the posting period. A senior qualified employee unable to submit a bid or to assume a position due to absence on vacation or other leave, who has not been notified of the vacancy shall have the right, on return, to exercise seniority in bumping a successful bidder with less seniority. He must exercise this right within five (5) working days after his return. Notification by management shall be a registered letter to the absent employee at his last-known address.

(d) The Department Head will discuss with the Union the qualifications of those employees bidding on the vacancy. If an employee with greater seniority who has bid for the vacancy is



bypassed in filling any such vacancy, and does not receive the requested transfer, the employee shall upon request, be informed of the reasons therefore. If the City judges that there were no qualified bidders, it shall so inform the Union and those who bid for the job. In filling any such vacancy, the employee shall be temporarily transferred to the vacancy for a period of thirty (30) days, after which he shall receive the permanent classification or be returned to his original classification. If the employee is returned, the City will determine whether or not the job will be rebid, and will notify the Union.

Employees bumped to a classification requiring a Commercial Driver's License (CDL) shall have forty-five (45) days from the effective date of the bump or notice of bump (whichever occurs first) to obtain a CDL. Utility employees promoted to a classification requiring a Commercial Driver's License shall have thirty (30) days to acquire a CDL. Time frames as specified above may be extended for reasons other than a failed test.

(e) Any employee promoted under the provisions of this section shall be allowed three (3) successful bids per 12-month period and shall not bid again except for reasons of health or other reasons acceptable to the City.

(f) When the Department Manager is of the opinion that there are no qualified bidders, he shall so inform the Union steward and those bidding for the job after a final decision has been made.

**Section 7. Sick and Accident Leaves:** (a) Beginning with hire date, a regular employee shall accrue paid sick and personal



accident leave at the rate of two and thirty-one hundredths (2.31) hours per week of full employment. The meaning of full employment for sick accrual shall mean, beside all time worked, any time off such as vacation, holidays, etc. and any approved time off such as doctor's appointments, being late for good and sufficient reasons as snow storms, etc. In no instances will sick time be accrued for leaves of absence, layoff, disciplinary layoff, or time off not approved by the City. If an employee has four (4) sick time occurrences, without having a doctor's certificate, in a six (6) month period, s/he may be required to present a physician's certification for each subsequent occurrence until s/he has had two consecutive months of perfect attendance. For purposes of this Section, "occurrence" is defined as a period of absence due to a single injury or illness.

Sick pay will not be granted until completion of the 90-day probationary period. Sick leave shall be cumulative and carried over from year to year with no maximum limit of accumulation.

(b) If a regular, hourly rated employee is absent from work because of illness or injury for more than one (1) of his consecutive scheduled working days, then beginning with the first day of absence from work, the employee shall be entitled to sick leave allowances, payable for the duration of that illness or injury, or until his sick leave credit is exhausted. Any employee who reports for work as scheduled and is sent home because of illness while at work shall be entitled to sick leave allowances for the remainder of the shift until his sick leave is exhausted.



(c) When sick and accident leave allowances are being paid to an employee as a result of an on-the-job injury, any daily or weekly benefits paid him under the Worker's Compensation Act shall be made over by him to the City. If a third party is judged liable or accepts liability for such injury and makes a settlement with the employee for time lost, the amount of such settlement, up to the amount actually paid to the employee by the City, shall also be remitted to the City. If the absence from work of such employee continues beyond the sixty working days provided in paragraph (1) so that any further allowances paid by the City are charged to the employee's accrued sick leave, then the hours equivalent to any benefits received for such additional period from Worker's Compensation and/or a third party shall be restored to his accrued sick leave upon remitting such monies to the City. Any benefits paid the employee under a personally financed insurance policy and any third party benefits paid for an injury not connected with the employee's job shall be exempt from the foregoing provisions.

(d) If an employee retires, any sick leave credit to which he may be entitled shall terminate on the day preceding the day on which he retires.

(e) If an employee becomes ill or is injured while on vacation, the scheduled vacation time shall be counted as vacation; if the illness or injury continues beyond the scheduled time of vacation, the sick leave allowances (if any) shall begin on the first consecutive scheduled working day after the end of the scheduled vacation.



(f) If an employee is laid off, any sick leave allowances to which he may be entitled shall be frozen upon the effective date of the layoff if the employee is notified of the layoff prior to the beginning of the illness or injury. If the notice of layoff is given after the employee becomes ill or injured, the employee shall be entitled to sick leave allowances for the duration of that illness or injury.

(g) In the event an employee has been granted a leave of absence of more than thirty calendar days and then becomes ill or injured before the effective date of the leave, the employee will be afforded the opportunity to cancel the leave. If any employee becomes ill or injured while on any such leave of absence, he shall not be entitled to any sick leave allowances for that disability.

(h) To be entitled to any sick and accident leave allowances hereunder, the employee with respect to each illness or injury shall:

1. Be a regular employee.
2. Have sick leave credit when he becomes ill or injured.
3. Have reported the cause of his absence prior to the beginning of the first scheduled working day of absence.
4. Promptly present a physician's certification that he is ill or injured, if requested by the City.
5. Promptly adopt such remedial measures as may be commensurate with this illness or injury and permit such reasonable examination and inquiries by the City's medical representatives as, in the City's judgment, may be necessary to ascertain employee's



condition.

(i) An employee on sick leave shall notify his supervisor as far in advance as possible of the day on which he intends to return to work. If he returns without so notifying the supervisor and if such return would result in extra costs and inconvenience due to rescheduling work, the employee may be sent home without pay for that day.

(j) Employees claiming absences charged to sick leave shall have the responsibility to furnish reasonable explanation of any paid absence to the Employer. In addition thereto, where there is evidence of a pattern of sick leave abuse the Employer shall have the right to require a medical certificate for any absence claimed as sick leave until such time as the pattern of abuse no longer exists.

(k) No paid sick leave shall be allowed for illness or injury caused by willful violence or as a consequence of working for compensation outside the City.

(l) If the disability of a regular employee is caused by injury occurring in the course of employment with the City, the employee shall be paid from the sixth regularly scheduled working day of such absence and the following sixty scheduled working days of absence shall not be deducted from employee's accumulated sick and accident leave. Disability caused by negligence of a third party shall be compensated from the first day of injury.

(m) Any overpayment of sick and accident leave allowances because of an error or mistake in determining eligibility or a



later discovery of relevant material facts, such as the applicability of any of the exclusions set out in paragraph (k), shall be deemed an advance to the employee and the amount thereof, upon discovery of such overpayment, shall be immediately due and payable by the employee to the City. In like manner, any sick and accident leave allowances for an on-the-job injury and/or from a third party as set out in paragraph (c) above shall be deemed an advance and the amount thereof shall be due and payable by the employee to the City upon his receipt of such other payments.

(n) Any claim for paid sick or accident leave shall be for legitimate personal illness or injury of the employee only. If an employee makes a false claim or otherwise abuses the privileges herein established, he shall be subject to a five-day, unpaid suspension for the first offense and discharge for any subsequent offense.

**Section 8. Notification of Absence:** (a) When reasons beyond an employee's control (such as emergency, medical or other critical or serious circumstances) cause an employee to anticipate being late or absent he shall give notice to his supervisor or their designee prior to the starting time of the shift on which he works, in order to be eligible for sickness and accident benefits.

(b) If an employee does not have just cause for failing to give notice, he shall be subject to disciplinary action, including discharge for the most severe cases.

**Section 9. Examinations:** (a) Physical, mental, or other examinations required or requested by the City or by another



governmental body, due to illness, injury, or license renewal, shall be promptly complied with by all employees; the City shall pay for all such examinations and the employee shall suffer no loss of pay for complying during regularly scheduled work hours. It shall not pay for any time spent by the applicants for jobs.

(b) The City reserves the right to select its own medical examiner or physician; however, the Union may if it believes injustice has been done an employee, have said employee re-examined at the Union's expense. If, upon re-examination, the findings of that test contradict those of the City's medical examiner, the union will be reimbursed for its expenses.

Section 10. Leaves of Absence: (a) With the written approval of the Department Head, a maximum of thirty calendar days leave of absence in each calendar year may be granted to an employee for reasons other than illness and recuperation therefrom, provided the employee can be spared from duty. Such leave may be extended to six months with the written approval of the Personnel/Labor Relations Director of the City. Subsequent extensions may be granted by approval of the Personnel/Labor Relations Director, up to a maximum of one (1) year, and the Union shall be notified of the extension. While on such leave, the employee shall not be deemed to have forfeited his seniority and rights. Additionally, members of the bargaining unit may take advantage of leaves of absence under the City's Family Medical Leave Act Policy (FMLA).

(b) Any employee on leave of absence shall be permitted to return to work only if he is qualified to do so. If such employee accepts employment elsewhere without the written consent of the



City, his employment with the City shall be deemed to have been terminated.

(c) Each request for leave shall be considered on an individual basis only and shall be granted or disapproved according to its merit. Any leave taken shall be without pay.

(d) It is not the policy of the City to grant a leave of absence for the purpose of working outside the Department, unless unusual circumstances involving service to the City of Fort Wayne are involved. These circumstances shall include holding elective office as Mayor, City Clerk, City Council in the City of Fort Wayne. In these cases a leave of absence may be granted for a period of up to four (4) years. During this time said employee's seniority shall be frozen at the point the leave commenced. These leaves may be renewed with the consent of the department manager.

(e) Pregnancy leave is to be treated the same as any other illness. Accrued personal sick time may be used as needed. In the event all sick time is exhausted, a leave of absence should be granted so that the group insurance benefits may be extended and all seniority rights protected. Arrangements to pay the insurance premium while on leave should be made with the Payroll Department. The affected employee's ability to perform the necessary duties will be determined by the attending physician and/or the City physician.

(f) Employees exceeding the thirty (30) days regular illness, or maternity leave, who elect to return to work and are physically and contractually qualified, will return to the posi-



tion held before leave of absence. If previously held position is eliminated while an employee is on a leave of absence, that employee shall return to work with bumping rights commensurate to their seniority. If previously held position has substantially changed in nature, the returning employee shall have up to forty-five (45) days in which to prove that they meet minimum qualifications for the position.

Section 11. Leaves for Union Business: (a) Employees called upon to transact for the Union with the City any business which requires them to be absent from duty with the City shall, upon twenty-four hours application and with the proper permission, be granted the necessary time off unless business is of an emergency nature.

(b) Employees who handle grievances or complaints shall not suffer any loss of regular pay for the time spent in processing such grievances or complaints.

(c) Employees who serve on the Union negotiation committee shall be paid their regular base pay for the time spent in bargaining the terms of a new agreement. The maximum that will be paid per session shall be a regular scheduled day's pay of eight (8) hours. Not more than four such employees shall be excused from their duties at any one time. There shall be two from each of the two departments covered in the Agreement. The President and Business Manager shall be excused also, in addition to the above.

(d) Any employee elected or appointed to an office in the Union requiring him to be absent from duty with the City shall, at



the end of his term in office, be reinstated in his former position, or, if such position has been eliminated, to a job in the highest classification attained prior to holding such position, with all the seniority and rights accrued as of the time he left the City to take over Union duties. Other employees shall agree to the demotions necessary to make room for him on his return. He shall not be paid by the City during his absence.

**Section 12. Funeral Leave:** In the case of the death of a member of the immediate family of an employee, the employee shall be granted a maximum of three (3) consecutive work days off with straight time pay to attend the funeral and to attend to administrative details. Members of the Immediate Family include; Spouse, Children/Step-Children, Parents/Step-Parents, Father/Mother-in-Law, Brothers/Sisters, Half Brothers/Sisters, Brothers/Sisters-in-Law, Sons/Daughters-in-Law, Aunts and Uncles, Grandparents/Grandparents of Spouse, Grandchildren, whether of natural relationship, legally adopted or under legal guardianship of the employee. Proof may be required before granting this benefit.

**Section 13. Jury Leave:** Employees absent from their duties with the City because of jury duty shall receive the difference between their base pay and the payment received for the period of jury service upon presentation of proper evidence.

**Section 14. Military Leave:** (a) Regular employees covered by this Agreement who serve this Country in a military capacity shall be re-employed under the provisions of the Selective Service Act of 1948 and subsequent amendments and acts.



(b) **Military Leave:** All employees who are National Guard or Reserve personnel shall be entitled to a leave of absence from their respective duties pursuant to proper orders issued by the appropriate military authority with no loss of vacation or other leave time while performing military service.

(c) **Military Pay:** All employees who are National Guard or Reserve personnel shall also be entitled to leave from their duties without loss of pay for a period not to exceed fifteen days or one hundred twenty hours in a calendar year.

**Section 15. Transfers:** (a) If an employee is temporarily transferred for two or more hours to a job having a higher rate of pay, he shall receive the higher rate of pay for the entire time so worked. If this higher rated job contains wage time steps, he shall first enter that job at the first step and shall accumulate credit for time spent on that job. He shall receive either his own rate or the rate of the step he enters, whichever is greater. Temporary transfers shall not continue beyond 30 days.

(b) If an employee is temporarily transferred to a job having a lower rate of pay, he shall not suffer a reduction in his rate of pay.

(c) If an employee is permanently transferred to another job, he shall receive the rate of pay for the job to which he is transferred.

(d) **Employees promoted or assigned to jobs outside the bargaining unit hired after January 1, 1983 shall retain, but not accumulate, any seniority during the time of such transfer or**



promotion. Those employees hired previous to January 1, 1983 who have been promoted or assigned outside the bargaining unit shall retain seniority up to January 1, 1995 and not accumulate seniority after that date during the time of such transfer or promotion.

Employees promoted or assigned outside of the bargaining unit after January 1, 1995 shall retain but not accumulate any seniority beginning at the date of acceptance of the promotion or transfer. In the event such employee returns to the bargaining unit, he/she shall be entitled to whatever rights and privileges his/her accumulated seniority would entitle him/her without prejudice.

(e) Nothing herein shall be applied in such manner that results in circumventing the posting of permanent job vacancies, nor will temporary assignments be rotated to avoid effecting a temporary transfer.

Section 16. Vacations: (a) Upon completion of one (1) full year of service, the employee shall be eligible for two weeks (10 days) of paid vacation. Vacation time is accrued at the rate of 1.54 hours for each week employed in a pay status or the equivalent of two (2) weeks per year. Subsequent to the one year anniversary date, vacation time may be used as it is accrued, with supervisor approval. Time which has not been accrued may not be taken.

(b) When an employee completes six (6) years of continuous service he/she shall accrue vacation at the rate of 2.31 hours for each week employed in a pay status or the equivalent of three (3) weeks per year. This time may be used as it is accrued, with



supervisor approval. Time which has not been accrued may not be taken.

(c) When an employee completes fifteen (15) years of continuous service, he/she shall accrue vacation at the rate of 3.08 hours for each week employed in a pay status or the equivalent of four (4) weeks per year. This time may be used as it is accrued, with supervisor approval. Time which has not been accrued may not be taken.

(d) When an employee completes his/her twentieth (20) year of continuous service and thereafter, the employee shall accrue vacation at the rate of 3.85 hours for each week employed in a pay status or the equivalent of five (5) weeks per year. This time may be used as it is accrued. Time which has not been accrued may not be taken.

(e) Six-day shift employees shall receive a 6th day of paid vacation time, at straight-time pay, for each five consecutive days of vacation taken.

(f) Unused vacation shall automatically be carried over into the next year. In no event will more than one year of vacation accrual be carried over. Amounts of more than one year carryover shall be reimbursed to the employee.

(g) When a paid holiday occurs during an employee's vacation, the employee will not be required to use a vacation day to excuse the absence on that day.

(h) If an employee is called back to work on one or more of the days for which he is receiving vacation pay, he shall be paid



an extra time and one-half for all hours worked within his regularly scheduled hours on such day or days. Any time worked on a day for which employee is not receiving vacation pay shall be paid for according to the standard provisions of the Premium Pay clause in this Agreement.

(i) In order to avoid disrupting the working schedule, the City shall designate the vacation periods. When setting the schedule of vacations, the City shall respect the wishes of its employees in the order of their seniority as far as the needs of its service will permit.

(j) Upon termination of City employment, the employee shall be paid for all accrued and unused vacation. The City of Fort Wayne may, at its option, pay the employee at the time of termination, over a period of time that would equate to the individual's salary as if he/she were working, or over a 120 day period. In no event shall payment be extended over a period longer than 120 days.

(k) In the event of the death of an employee who has earned but not used his vacation for the contract year in which death occurred, his beneficiary or estate shall receive an amount equivalent to his earned vacation plus prorated vacation for the year in which the death occurs.

(l) The Department Manager shall distribute to each employee as soon after the first of the year as is practicable a vacation form showing the number of weeks of vacation each employee is entitled to take; the employee shall indicate on the form the dates he prefers for his vacation and shall return the completed form to



the Department Head within fifteen (15) calendar days or as indicated on the form. Employees may split their weeks or take them all at one time. Employees may take up to one week of vacation on a day-at-a-time basis.

The Department Manager shall then make the vacation assignments according to the requests submitted and in the order of the employees' seniority, modified only by the above paragraph (g). Employees who are late in returning their vacation request forms shall have their vacations assigned only after the other employees' vacations have been scheduled. The completed schedule of vacations shall then be posted; after such posting, no changes in vacations shall be allowed except by posting and bidding, with seniority governing the reassignments.

**Section 17. Legal Holidays:** (a) **Holidays within the meaning of this Agreement, shall be:**

New Year's Day	Veterans Day
M.L.King's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

or days celebrated for the foregoing. Holidays falling on Sunday shall be celebrated on the following Monday. However, holidays falling on a Sunday shall be celebrated on Sunday for employees on six (6) days on/two (2) days off schedule only. Holidays falling on Saturday shall be celebrated on the preceding Friday. However, holidays falling on a Saturday shall be celebrated on Saturday for



employees on six (6) days on/two (2) days off schedule only. Holidays falling on consecutive days of Sunday and Monday shall be celebrated on the following Monday and Tuesday. However, holidays falling on consecutive days of Sunday and Monday shall be celebrated on Sunday and Monday for employees on six (6) days on/two (2) days off schedule only.

(b) Each hourly-rated employee covered herein, subject to the limitations of the following paragraph (c), shall be allowed as holiday pay the equivalent to his regular straight time base pay for each of the holidays recognized in the Agreement, whether such holiday falls on his regularly-scheduled workday or not.

(c) The aforesaid holiday pay shall not be allowed to an employee who is absent from work on the scheduled workday previous to or following the holiday unless a reason satisfactory to the City is given.

(d) Any employee who works on a holiday shall receive double his regular straight time pay, including any applicable shift premium, for the shift hours actually worked.

(e) An hourly-rated employee temporarily working in a classification on a wage rate higher than his base rate shall receive such higher rate for the holiday if he works the scheduled hours in the temporary classification on both the workday preceding and following the holiday.

**Section 18. Premium Pay-Overtime:** (a) All hours worked over forty (40) in a seven-day cycle, which starts at 12:01 am Sunday and ends at midnight Saturday, qualify for Fair Labor Standards Act



(FLSA) premium pay at one and one-half times the employee's hourly rate. Hours worked include hours actually worked, paid holidays, and compensatory time used, but do not include paid sick time, funeral leave, personal time, vacation time, or unpaid time off.

The City shall have the right to reschedule work on a temporary basis to avoid paying overtime; however, such rescheduling, for an employee with 6/2 workweeks, shall not be done in such a manner as to deprive the employee of an opportunity to work six consecutive days, unless the employee consents.

The City shall have no right to change the normal work schedule of an employee with 5/2 workweeks unless there is a temporary change of shift, a temporary change of duty assignment, or the employee consents. Under no circumstances may the City send an employee home during a scheduled workday solely to avoid paying overtime, unless the employee has worked at least eight hours or the employee consents.

(b) Whenever hours worked are subject to overtime rates on account of two or more provisions of this Agreement, only one overtime rate shall be effective. If the overtime rates are different, the higher rate shall be applied. Notwithstanding any other provisions of this Agreement, in no event shall the combination of overtime pay plus holiday pay or any other pay applying to the hours worked be greater than double time.

(c) As far as it is practicable, all overtime work shall be equally and impartially divided among the employees who generally work in the classification performed at the overtime rate. Each



department will maintain and post an accurate employee list showing accumulated overtime hours. This provision shall not be interpreted to limit the Department Heads in rescheduling work or temporarily transferring employees to avoid overtime work or to assure continuity of operations at all times.

(d) An employee who is called back to work after being released from a regular day's work shall be paid a minimum of three (3) hours at the applicable rate of pay for such work. Time will start when the employee reaches the worksite and shall be retroactive up to one hour preceding employees arrival at the worksite. If the employee called arrives after one-hour, the employee will be sent home with no pay due, unless a valid reason for delay is presented to the Manager of the Department.

(e) A shift premium of thirty (30) cents per hour shall be paid for all the hours actually worked on a shift having 50 percent or more of the hours scheduled between 6:00 p.m. and midnight. A shift premium of thirty-five (35) cents per hour shall be paid for all the hours actually worked on a shift having 50 percent or more of the shift hours scheduled between 12:00 midnight and 6:00 a.m. Swing shift employees shall receive shift premium of thirty-five (35) cents per hour for all hours worked. In computing overtime for shift work, the overtime factor shall be applied to the base rate and the applicable shift premium payment then shall be applied. There shall be no pyramiding of overtime. Shift differential shall be paid for personal time, vacation and holidays if time off occurs during or after the week in which premium hours



were worked. Shift premium however, shall not be applied towards sick time hours.

(f) Employees, in the event an emergency is declared by the Mayor, or his designee, which impacts the majority of Civil City and City Utilities Departments and requires personnel from them will be compensated at their straight time hourly rate, plus \$2.50 added to this rate for all overtime hours. This special rate is to be received by all unions with bargaining agreements with the City and will provide equitable compensation for unusual and extraordinary need of City services by the community.

Section 19. Safety Practices: (a) A safety committee will be established to function and to hold regularly-scheduled monthly meetings in their respective departments. The committee members will be chosen by both management and the Union for the purpose of making constructive recommendations to the Employer.

(b) If an employee neglects to follow the safety practices established by the City for the work he performs (including the proper use of protective equipment supplied by the City,) he shall, after proper warning, be subject to disciplinary action.

(c) The employee shall purchase and wear required safety shoes. The City shall pay the cost of one pair per year of industrial safety glasses as approved by the Risk Management Department, up to a maximum of \$50.00, with receipt of purchase. The City will not pay any cost incurred by or in connection with a prescription that may be needed to acquire safety glasses. If the safety glasses are broken in the work area, when working, the City will replace them at the entire cost to the City.

(d) Both the City and the employees covered by this Agreement



recognize that, as owners and operators of motor vehicles, they share legal and moral obligations to the public to see that such vehicles meet minimum safety requirements. Therefore, any employee who detects a mechanical fault or other unsafe condition in any vehicle or other property of the City shall forthwith inform the proper supervisors who shall make a fitting examination of the equipment in question. When a fault thus verified involves the braking or steering mechanisms and is of a nature to make the equipment unsafe for street use, then such equipment shall be taken out of service until the fault is corrected.

(e) Uniforms shall be worn by all employees represented by the bargaining unit if required by the supervisor. Such uniforms shall be furnished by the City at no cost to the employee. Uniforms not worn by the employee shall be returned to the City.

(f) Foul weather gear as listed herein, or as determined by management, shall be furnished by the City at no cost to the employee. Said gear shall be checked in and out by management and assigned to a specific employee:

Filtration Plant and WPC Plant shall furnish rainsuits/raincoats.

(g) Employees shall be reimbursed up to a maximum of \$25.00 for the cost of Commercial Driver's License renewal if their current job description requires such certification.

(h) Any additional licensing, certification or recertification other than an operator's or chauffeur's driver's license required for a Utility employee's current position shall be paid



for by the Utility.

**Section 20. Retirement:** (a) Upon retirement, under the terms of any of the City's recognized retirement programs (which includes PERF and the Federal Social Security Program) an employee shall receive credit for all accumulated sick time and shall be paid for said time at the following rates:

(1) \$1.00 for each hour up to 520 hours.

(2) Twenty-five (25) percent of the employee's normal straight-time hourly rate for each accumulated hour over 520.

In lieu of (2) above, an employee may use such accumulated sick leave over 520 hours to purchase group health insurance the Employer is required to make available to retired employees under I.C. 5-10-8-2.6, with credit given at fifty (50) percent of the employee's normal, straight-time hourly rate for each accumulated hour over 520.

In the event of any employee's death, his accumulated sick time shall be paid at the rate of \$8.00 for each eight hours accumulated to the employee's beneficiary.

(b) All bargaining unit employees shall be covered by the Public Employees' Retirement Fund of Indiana (PERF) and will be credited with all prior service with the Employer whether previously covered by PERF, Municipal Utilities Pension Fund (MUPF,) or no pension plan. Employees with broken service will be credited for past service on a cumulative basis, provided no withdrawals of contributions have been made. Where PERF withdrawals have been made, the Administrator of the PERF shall determine whether periods



of service for which a withdrawal was made will be credited and the conditions which must be met in order to receive such credit. In cases where previous service was credited under MUPF and refunds were made from that Plan, broken service for which a refund was made will not be credited unless affected employees repay to the City Utilities the amount refunded by MUPF.

(c) Each employee who retires under one of the programs cited in Paragraph (b) above, and who has at least eight years of continuous service at retirement, shall receive a \$5,000 life insurance policy for the rest of his/her life.

(d) Employees who retire under the terms of any of our recognized retirement programs with a minimum of five (5) years' consecutive service shall be eligible to participate in the current retirees' group insurance plan at the rates determined by the carrier.

**Section 21. Insurance:** (a) The Employer agrees that basic life, medical, dental and long-term disability insurance benefits shall be extended to all bargaining unit employees for the life of this Agreement. The copayment cost for the \$250 deductible plan shall be **Thirty-one dollars and twenty-five cents (\$31.25)** per month per employee for single coverage, **fifty dollars (\$50.00)** for single plus one coverage, **seventy-seven dollars fifty cents (\$77.50)** for family coverage. These rates will be effective **January 1, 1995 through December 31, 1995**. Copayment rates shall be negotiated annually. Optional insurance benefits may be offered at rates set forth by the Employer for all employees.



(b) All insurance policies will terminate for the following reasons:

- 1) Termination of employment.
- 2) Thirty (30) days after date of layoff.

3) City employees on legitimate regular illness, or maternity, leave of absence will be covered under the City insurance plan for thirty (30) calendar days. In case of illness or maternity leave, this shall not apply until accrued sick leave pay is exhausted. If the employee elects to extend such insurance coverage beyond the 30 calendar days, he may do so by contacting the Payroll Department and arranging to pay the full insurance premium at the existing rate at the time of the leave of absence. The City shall waive the premium payment by the employee for a period not to exceed six months during serious long term illness, including extended pregnancy leave for medical reasons.

4) Strike or slowdown. Slowdown defined as any activities which interfere with the City's normal operations and would be determined by a third party agreeable to both parties.

(c) Employees actively at work on the first day following their first 30 days of employment shall be eligible for all insurance plans covered under this Agreement.

**Section 22. Personal Time:** (a) Employees shall receive five days personal time each year commencing with the completion of one (1) year's continuous service.

Employees who have completed six (6) years of continuous service shall receive six (6) days personal time each year.



Employees who have completed twenty-five (25) years or more of continuous service shall receive eight (8) days personal time each year.

As an additional personal day, an employee shall be entitled to a paid day off for his/her birthday if s/he is in an active employment status on his/her birthday.

All personal time authorized by this Article V, Section 22 (a) shall be earned from date of hire or rehire and shall be granted to each employee on his/her anniversary date for use during the following year.

(b) Except for employees on 6 days on/2 days off schedule, personal time will be taken separately from any vacation time, and must be approved by management at least one (1) working day prior to the request for such personal day. In the event of an emergency, as determined by the Department Manager, the one working day notice may be waived. Personal time may not be carried over from year to year.

**Section 23. Separability and Savings:** (a) If any article or section of this Agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of an article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance or enforcement has



been restrained, shall not be affected thereby.

(b) If any article or section is held invalid or if enforcement or compliance with such article or section has been restrained as above set forth, the parties shall enter into immediate collective bargaining negotiations upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.



WHEREAS, the City of Fort Wayne, Indiana, has recognized that the International Union of Operating Engineers Local 19 represents a majority of the employees in the below-described unit, and

WHEREAS, the unit covers employees in job classifications listed in Schedules A of Addenda A, B, and C of this Agreement,

THEREFORE, be it resolved that this Agreement shall become effective on the 1st day of January, 1995, and shall remain in full force and effect through the 31st day of December, 1995.

FOR THE CITY:

FOR THE UNION:

\_\_\_\_\_  
Paul Helmke  
Mayor

\_\_\_\_\_  
Glenn Gerke  
Business Manager

\_\_\_\_\_  
Tim McCaulay  
City Attorney

\_\_\_\_\_  
John Widmann  
President

\_\_\_\_\_  
Payne Brown, Director of Public  
Safety and Human Resources

\_\_\_\_\_  
James D. Fort, Steward &  
Committeeman, Filtration Plant

\_\_\_\_\_  
Chris Gach, Act. Superintendent  
Water Pollution Control Treatment

\_\_\_\_\_  
John Barnets, Committeeman  
WPC Plant

\_\_\_\_\_  
Doug Pooler, Superintendent  
Filtration Plant

\_\_\_\_\_  
Robert VanEvery, Committeeman  
Filtration Plant

\_\_\_\_\_  
Terry L. Atherton, Director  
Utilities Administration

Date: \_\_\_\_\_



IUOE ADDENDUM A - FILTRATION PLANT

Regulations and Working Conditions

**Section 1. Working Schedules:** The regular working hours for Filtration Plant employees shall be as follows:

(a) Chief Operator, Operating Chemist, High Service Pump Operator, St. Joe Dam Operator, Chemical Feed Operator: first shift = 6:00 a.m. to 2:00 p.m.; second shift = 2:00 p.m. to 10:00 p.m.; third shift = 10:00 p.m. to 6:00 a.m.; eight consecutive hours per day for six consecutive days and then two days off, Sundays and holidays included.

(b) Working Leader, Mechanic A, Mechanic B, Mechanic C, Utility Person, Building Service Person: 7:00 a.m. to 12 noon and 12:30 p.m. to 3:30 p.m. Monday through Friday.

(c) Plant Clerk (Maintenance), Preventive Maintenance Mechanic: 7:00 a.m. to 12:00 noon and 12:30 p.m. to 3:30 p.m. Monday through Friday inclusive.

(d) Chemical Unloading Operator: 7:00 a.m. to 12:00 noon and 12:30 p.m. to 3:30 p.m., Monday through Friday.

(e) Analytical Chemist: 7:00 a.m. to 12:00 noon and 12:30 p.m. to 3:30 p.m., Monday through Friday.

(f) Secretary B, Clerk/Typist B: 7:30 to 11:30 a.m. and 12:00 noon to 4:00 p.m., or 7:30 a.m. to 12:00 noon and 1:00 to 4:30 p.m., Monday through Friday inclusive.

(g) Hours of work may be modified, in writing, by agreement of management and a majority of the members of the unit affected by the proposed change(s) in hours. At any time thereafter, the



normal hours of work provided for herein shall be resumed if requested by management or by a majority of the unit affected by the change in hours.

(h) When a temporary vacancy such as one due to vacations or sickness or other emergencies occurs in the operator classifications, and if the vacancy can be filled at straight time by temporarily transferring a qualified employee from another classification such employee may be assigned to the vacancy. Saturday and Sunday will be offered to regularly assigned operators unless a week long vacancy occurs (6 days).

(i) If a maintenance person is assigned to work as a relief operator, s/he shall not be required to take one day off before taking over on the relief shift. When the relief is over, s/he shall return to maintenance on the first scheduled work day for such work and work her/his regular days at straight time pay.

Section 2. Special Premium Overtime Provisions: Subject to the provisions of Section 18 of this Agreement: (a) An hourly-rated, six-day shift employee whose regularly scheduled work day falls on Sunday shall be paid straight time for that day.

(b) Any operating employee called back to work who is not given at least (1) hour notice prior to shift, will be entitled to one (1) hour straight time pay. Time shall start when employee's are called, however, all time exceeding, sixty (60) minutes between the time of the call and the time of reporting for work shall not be paid for. In addition, any operator called back to work will be guaranteed a three (3) hours minimum pay.



(c) One electrician, or electronic technician, and one workleader, or an A Mechanic or their designated replacements are to be paid eight (8) hours standby pay. Standby assignments will be scheduled by management on a rotating basis for weekend call. Employees on standby shall receive their regular rate of pay for a total of eight (8) hours. Those on standby pay during Thanksgiving, and Christmas holiday weekends will receive eight (8) additional hours of pay. All hours worked, while on standby, shall be paid at applicable premium pay rates in the contract.

(d) In addition to normal shift hours all operators will be given the option to be present before the start of their shift for purposes of receiving information shall be entitled to additional pay up to two-tenths (2/10) of an hour. This time may count towards hours of work for purposes of calculating overtime.

(e) Employees are expected to stay until the next shift arrives absent vacation or exigent circumstances for up to thirty (30) minutes or when replaced, whichever is shorter.

Section 3. Wage Schedules: Notice of any action taken by the City after the date of the Agreement in the matter of adding, abolishing, or re-rating positions because of changes of duties or functions shall be promptly given by the City to the Union. If the Union feels that any such action by the City is erroneous, it shall so notify the City in writing within ten (10) days and such matter may be made a grievance under the grievance procedure provided for in the Agreement.

The City may employ or transfer workers in any of the



classifications listed in the following Schedule(s) at the indicated beginning rate, or at a higher rate (not to exceed the maximum rate for such classification) in the event the previous experience and qualifications of such employee entitle him to such higher rate. Employees shall progress in accordance with Schedule A.

**Section 4. Attendance Bonus Pay:**

Employees who have a minimum of 80 hours accrued sick time and four months of perfect attendance will be entitled to an additional eight (8) hours of pay. Perfect Attendance shall be defined as working all scheduled hours. The period of four months perfect attendance will begin following the last absence by the employee. Payment of cash bonus will be made within the next pay period following the end of four months perfect attendance.

**Section 5. Plant Committee:**

(a) A Labor/Management Committee will meet once a month through the term of agreement. The Committee is to be made up of at least two people from management, and anybody from Labor wanting to attend. The purpose of this joint committee will be to work together to find ways to make this Department more effective, and to work on ways to build morale.

**Section 6. Educational Reimbursement:**

If tuition reimbursement is established by the director for the Utility, Filtration plant employees will be eligible to participate in the same fashion as all other members of the facility whether union or non-union.



Section 8. Upgrade Program for Mechanics

Management will within the next sixty (60) days develop a Letter Of Agreement with the Union regarding these upgrades.

PROPOSAL  
UPGRADE PROGRAM FOR MECHANICS  
FILTRATION PLANT

(Management will develop a Letter of Agreement with the Union regarding upgrades within the next 60 days.)

(a) The current staff manning levels for Mechanic A, B, and C will be aggregated to reflect a total number of Mechanics, not individual grades.

(b) Mechanics will be given the opportunity, through related classroom training and work assignments to gain the necessary experience and skills required to advance into the next grade.

(c) Employees will be awarded the highest classification that they previously held in Mechanic A, B, or C when re-entering the Mechanic classification from another group.

(d) Employees will be eligible to upgrade after a period of one year in the lower classification. Providing that they have met the minimum requirements for the higher classification during that year. Upgrades for employees with more than one years service in grade will be awarded at the time the requirements are met.

(e) Employees that do not wish to advance above their current grade will be compensated at the top level of pay for that grade after meeting the time requirements for progressive steps in the grade.

(f) Classroom related training will be required for Blueprint Reading I and II, Basic Hydraulics and Pneumatics, Acetylene (Gas)



Welding, and Arc Welding.

(g) Employees will be required to attain a passing grade at an accredited institution to receive credit for the classes listed above. Classroom attendance will be during off hours. Employees will be required to register for classes and pay for tuition, manuals, and lab fees, if applicable.. Reimbursement of all costs, minus mileage, will be made by the City upon satisfactory completion of each course. A passing grade of C or greater will be necessary for reimbursement where letter grades are awarded for classes. If the only option is a pass/fail final grade, a pass is required.

(h) Accredited institutions include Continuing Education Center, 1200 S. Barr St., Ivy Tech, or IUPUI at Fort Wayne.

(i) Credit for classes previously taken at an approved institution will be given, providing that proper documentation is presented by the employee. High School level classes will not be eligible for credit, nor will correspondence courses.

(j) Other classroom training will be provided on the job, such as Lock out Tag out, Confined Space, Hazardous Materials, Right to Know, First Aid, and CPR training, among others.

(k) A committee of two representatives from management and two from the union will be established to evaluate the training program as a whole and make recommendations for changes or improvements. This committee will also review the progress of each employee prior to upgrades, including interviews of prospective upgraders.



(l) Changes or additions to the requirements for classroom training will be agreed upon by the Committee in advance of any changes or additions being made.

(m) Rates of pay for the A, B, and C classifications will be as follows:

	<u>Start</u>	<u>After 4 Mo's</u>	<u>After 8 Mo's</u>
Mechanic C:	10.4400	10.6400	10.8500
Mechanic B:	11.2500	11.5500	11.8500
Mechanic A:	12.3500	12.7700	13.2100



# IUOE #19 - FILTRATION

Schedule A - January 1, 1995

Effective January 1, 1995, hourly wage rates for the listed classifications shall increase \$ .12 over 1994 rates and shall be as follows:

Job Titles	First 3 Months	4 thru 7 Months	8 thru 11 Months	Over 11 Months	
Building Service Person	10.348	10.467	10.580	-----	
Building Service Person Working Ldr.	10.754	11.107	11.484	11.620	
Chemical Feed Operator	12.001	12.150	12.296	12.453	
Chemical Unloading Operator	11.782	11.932	12.161	12.235	
Chief Electrician	14.678	15.539	16.398	17.258	
Chief Operator	14.678	15.539	16.398	17.258	
Clerk/Typist B	10.043	10.199	10.412	10.569	
Electrician A	14.032	14.893	15.753	16.613	
Electrician B	11.679	11.852	12.034	12.539	
Electronic Technician	14.282	15.143	16.003	16.863	
High Service Pump Operator	11.884	12.032	12.179	12.335	
Hursttown-Cedarville Operator	11.352	11.487	11.623	11.788	
Operating Chemist	12.389	12.564	12.745	12.901	
Painter	11.594	11.774	11.903	12.061	
Plant Clerk (Maintenance)	11.283	11.433	11.553	11.721	
Preventive Maintenance Mechanic	12.238	12.422	12.581	12.741	
Secretary B	10.194	10.351	10.525	10.726	
St Joe Dam Operator	11.679	11.829	12.058	12.132	
Temporary Student Laborer	9.104	-----	-----	-----	
Utility Person	10.543	10.898	11.275	11.473	
Working Leader	14.302	14.547	14.792	15.051	
	First 3 Months	4 thru 8 Months	Over 9 Months		
Mechanic A	12.672	12.943	13.213		
Mechanic B	11.802	12.037	12.271		
Mechanic C	11.564	11.782	11.999		
	First 3 Months	4 thru 9 Months	10 thru 15 Months	16 thru 21 Months	Over 21 Months
Analytical Chemist	12.745	13.175	13.650	14.170	14.698



IUOE #19 - FILTRATION

Schedule B - April 1, 1995

Effective April 1, 1995, hourly wage rates for the listed classifications shall increase 4% over January 1, 1995 rates and shall be as follows:

Job Titles	First 3 Months	4 thru 7 Months	8 thru 11 Months	Over 11 Months	
Building Service Person	10.762	10.886	11.003	-----	
Building Service Person Working Ldr.	11.184	11.551	11.943	12.085	
Chemical Feed Operator	12.481	12.636	12.788	12.951	
Chemical Unloading Operator	12.253	12.409	12.647	12.724	
Chief Electrician	15.265	16.161	17.054	17.948	
Chief Operator	15.265	16.161	17.054	17.948	
Clerk/Typist B	10.445	10.607	10.828	10.992	
Electrician A	14.593	15.489	16.383	17.278	
Electrician B	12.146	12.326	12.515	13.041	
Electronic Technician	14.853	15.749	16.643	17.538	
High Service Pump Operator	12.359	12.513	12.666	12.828	
Hursttown-Cedarville Operator	11.806	11.946	12.088	12.260	
Operating Chemist	12.885	13.067	13.255	13.417	
Painter	12.058	12.245	12.379	12.543	
Plant Clerk (Maintenance)	11.734	11.890	12.015	12.190	
Preventive Maintenance Mechanic	12.728	12.919	13.084	13.251	
Secretary B	10.602	10.765	10.946	11.155	
St Joe Dam Operator	12.146	12.302	12.540	12.617	
Temporary Student Laborer	9.468	-----	-----	-----	
Utility Person	10.965	11.334	11.726	11.932	
Working Leader	14.874	15.129	15.384	15.653	
	First 3 Months	4 thru 8 Months	Over 9 Months		
Mechanic A	13.179	13.460	13.742		
Mechanic B	12.274	12.518	12.762		
Mechanic C	12.027	12.253	12.479		
	First 3 Months	4 thru 9 Months	10 thru 15 Months	16 thru 21 Months	Over 21 Months
Analytical Chemist	13.254	13.702	14.196	14.737	15.285



ADDENDUM B - WATER POLLUTION CONTROL PLANT

Regulations and Working Conditions

**Section 1. Working Schedules:** The regular working hours shall be as follows:

(a) **Control Operator, Aeration Operator:** Eight consecutive hours per day for six consecutive days and then two days off, Sundays and Holidays included, all in accordance with the schedule posted at the Utility. Shift working hours shall be: 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12:00 midnight; and 12:00 midnight to 8:00 a.m.

(b) **Grit and Digester Operator:** 8:00 a.m. to 4:00 p.m., Monday through Friday.

(c) **Relief Operator:** Relief Operators may be utilized in any of the following classifications: Control Operator, Aeration Operator, Grit & Digester Operator, and Stormwater Station Operator. A Relief Operator's working schedule will be that of the job on which he is relieving.

(d) **Wastewater System Inspector, Stormwater Station Operator, Mechanics, Equipment Operators, and Maintenance Service Person:** 7:30 a.m. to 11:30 a.m. and 12:00 noon to 4:00 p.m., Monday through Friday.

(e) **Laboratory Technician:** 7:30 a.m. to 11:30 a.m. and 12:00 noon to 4:00 p.m., Monday through Friday, plus four hours each day on rotating Saturdays/Sundays as scheduled.

(f) **Custodian:** 6:30 a.m. to 11:30 a.m. and 12:00 noon to 3:00 p.m., Monday through Friday.



(g) **Building Service Person:** 7:30 a.m. to 11:30 a.m. and 12:00 noon to 4:00 p.m., one Monday through Friday and one Tuesday through Saturday.

(h) Hours of work may be modified, in writing, by agreement of management and a majority of the members of the unit affected by the proposed change(s) in hours. At any time thereafter, the normal hours of work provided for herein shall be resumed if requested by management or by a majority of the unit affected by the change in hours.

(i) **Relief Operator:** When a temporary vacancy such as one due to vacations or sickness or other emergencies occurs in the Control or Aeration Operator classifications, a Relief Operator shall normally be assigned to cover the vacancy. If a Relief Operator is not available and if the vacancy can be filled at straight time by temporarily transferring a qualified employee from another classification, such employee may be assigned to the vacancy until the incumbent returns or a Relief Operator becomes available. All time worked in a given classification will be equalized between the Relief Operator and other operators working the specific operator classifications. For purposes of vacation, the Relief Operator shall be treated as a 6/2 employee.

(j) Employees are expected to stay until the next shift arrives absent vacation or exigent circumstances for up to thirty (30) minutes or when replaced, whichever is shorter.

(k) Wash-up time can be utilized as follows: Five minutes prior to lunch and 15 minutes prior to quitting. All employees



will be scheduled to work up to that time and expected to use that time for cleaning, not for congregating in the shop or lunchroom.

**Section 2. Wage Schedules:** (a) Notice of any action taken by the City after the date of the Agreement in the matter of adding, abolishing, or rerating positions because of change of duties or functions shall be promptly given by the City to the Union. If the Union feels that any such action by the City is erroneous, it shall so notify the City in writing within **ten (10)** days and such matter may be made a grievance under the grievance procedure provided for in this Agreement.

The City may employ or transfer workers in any of the classifications listed in the following Schedule(s) at the indicated beginning rate, or at a higher rate (not to exceed the maximum rate for such classification) in the event the previous experience and qualifications of the employee entitle him/her to such higher rate. Employees shall progress from their beginning rate to the maximum rate for their position in accordance with the following Schedule A.

**Section 3. Educational Reimbursement**

If tuition reimbursement is established by the Director of the Utility, WPC Plant employees will be eligible to participate in the same fashion as all other members of the facility whether union or non-union.

**Section 4. Labor/Management Committee**

A Labor Management Committee shall be established for purposes of enhancing labor/management relations. This committee shall meet



once a month. The committee is to be made up of six (6) employees. Three (3) members shall be from management and three (3) members shall be from labor. The department manager shall serve as the ex-officio chairman of the committee.

Section 5. Attendance Bonus Pay

Employees who have a minimum of 80 hours accrued sick time and four months of perfect attendance will be entitled to an additional eight (8) hours of pay. Perfect Attendance shall be defined as working all scheduled hours. The period of four months perfect attendance will begin following the last absence by the employee. Payment of cash bonus will be made within the next pay period following the end of four months perfect attendance.



IUOE #19 - WPC PLANT

Schedule A - January 1, 1995

Effective January 1, 1995, hourly wage rates for the listed classifications shall increase \$ .12 over 1994 rates and shall be as follows:

Job Titles	First 3 Months	4 thru 7 Months	8 thru 11 Months	Over 11 Months
Aeration Operator	11.597	11.743	11.889	12.071
Building Service Person	10.646	10.777	10.898	-----
Control Operator	11.800	11.987	12.182	12.351
Custodian	10.902	-----	-----	-----
Equipment Operator A	12.654	12.843	13.023	13.199
Equipment Operator B	11.299	11.498	11.636	11.804
Grit & Digester Operator	11.487	11.635	11.780	11.958
Laboratory Technician	12.314	12.494	12.674	13.252
Laborer	11.020	11.152	11.265	11.404
Maintenance Service Person	11.804	12.001	12.153	12.370
Mechanic A	12.654	12.843	13.023	13.199
Mechanic B	11.843	12.040	12.180	12.348
Mechanic C	11.564	11.698	11.832	11.999
Operation & Maintenance Foreman	12.995	13.192	13.387	13.582
Plant Electrician	-----	-----	-----	-----
Preventive Maintenance Mechanic	12.057	12.251	12.410	12.582
Relief Operator	12.553	12.816	12.995	13.223
Stormwater Station Operator	11.369	11.517	11.662	11.840
Wastewater System Inspector	-----	-----	-----	-----



IUOE #19 - WPC PLANT

Schedule B - April 1, 1995

Effective April 1, 1995, hourly wage rates for the listed classifications shall increase 4% over January 1, 1995 rates and shall be as follows:

Job Titles	First 3 Months	4 thru 7 Months	8 thru 11 Months	Over 11 Months
Aeration Operator	12.061	12.213	12.365	12.554
Building Service Person	11.072	11.208	11.334	-----
Control Operator	12.272	12.466	12.669	12.845
Custodian	11.338	-----	-----	-----
Equipment Operator A	13.160	13.357	13.544	13.727
Equipment Operator B	11.751	11.958	12.101	12.276
Grit & Digester Operator	11.946	12.100	12.251	12.436
Laboratory Technician	12.807	12.994	13.181	13.782
Laborer	11.461	11.598	11.716	11.860
Maintenance Service Person	12.276	12.481	12.639	12.865
Mechanic A	13.160	13.357	13.544	13.727
Mechanic B	12.317	12.522	12.667	12.842
Mechanic C	12.027	12.166	12.305	12.479
Operation & Maintenance Foreman	13.515	13.720	13.922	14.125
Plant Electrician	-----	-----	-----	-----
Preventive Maintenance Mechanic	12.539	12.741	12.906	13.085
Relief Operator	13.055	13.329	13.515	13.752
Stormwater Station Operator	11.824	11.978	12.128	12.314
Wastewater System Inspector	-----	-----	-----	-----



DIGEST SHEET

TITLE OF ORDINANCE SPECIAL ORDINANCE

DEPARTMENT REQUESTING ORDINANCE LAW DEPARTMENT

SYNOPSIS OF ORDINANCE RATIFIES 1995 COMPENSATION FOR MEMBERS OF  
THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 19 / CITY  
UTILITIES.

A-95-08-10

EFFECT OF PASSAGE 1995 COMPENSATION PACKAGE WOULD BE APPROVED.

EFFECT OF NON-PASSAGE 1995 COMPENSATION PACKAGE WOULD NOT BE  
APPROVED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \_\_\_\_\_

ASSIGNED TO COMMITTEE (PRESIDENT) \_\_\_\_\_



*Please attach to  
Bill No. 0-95-08-10*

Admn Appr \_\_\_\_\_

**DIGEST SHEET**

**TITLE OF ORDINANCE:** Approving negotiated rate increase and contract for employees of the Filtration and Water Pollution Control Treatment Departments covered by the International Union of Operating Engineers Local 19 (IUOE) for the year 1995.

**DEPARTMENT REQUESTING ORDINANCE:** Human Resources (08/17/95)

**SYNOPSIS OF ORDINANCE:** One year contract and approval of 12 cents plus 4 percent increase in all rates covered by attached Wage Schedules A and B - 1995.

**EFFECT OF PASSAGE:** New contract language and 12 cents plus 4 percent wage rate increase over 1994 rates.

**EFFECT OF NON-PASSAGE:** Continue with 1992 Contract Language and rates remain at 1994 levels.

**MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS):** \$2,211,040/year  
(Based upon 08/08/95 figures off 84ees @ \$1,063/hr x 2080 hrs/yr = \$2,211,040, + (.12 x 84 = 10.08 x 2080 =) \$20,966/yr = \$2,232,006 x .04 = \$89,280 + 20,966 = \$110,246)

**ASSIGNED TO COMMITTEE (PRESIDENT):** \_\_\_\_\_